

## **Rental Agreement/Terms and Conditions**

This Equipment Lease Agreement ("Lease") is made and effective the current user ("Lessee") signing the rental order and the payment of the rental invoice by the Lessee on collection of the lease equipment, by and between René van Son Business Development and Management cc "Lessor") and the Lessee, collectively referred to as the "Parties". The Lessor desires to lease to the Lessee, and the Lessee desires to lease from the Lessor, certain tangible personal property. Now, therefore, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

### **1. Lease**

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the following described equipment (the "Equipment") shown in the order. The Lessor warrants that the Lessor has the right to lease the equipment, as provided in this Lease.

### **2. Lease Term, Rent and Deposit**

The term of this Lease shall commence on the start date described in the order and shall expire on the finish date shown in the order. The rent for the Equipment shall be paid in advance in full. A cash deposit of R 2,500 shall be required.

### **3. Use**

The Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, provincial, municipal, police and other laws, ordinances and regulations of the Republic of South Africa ("South Africa") in any way relating to the possession, use or maintenance of the Equipment.

### **4. Repairs and Maintenance**

The Lessor, at its own cost, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order. The Lessee shall not repair or materially alter the physical or otherwise makeup of the Equipment in any way.

Equipment is checked by the Lessor before collection by the Lessee. In the event that the Equipment appears damaged when the Lessee collects the Equipment, the Lessee must notify Lessor immediately upon first inspection of the Equipment and the Lessor will negotiate a mutually agreeable solution with the Lessee.

### **5. Damage, Loss and Insurance**

The Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. The Lessee shall be responsible to maintain insurance on the Equipment with losses payable to the Lessor against damage, loss, fire, theft, collision, and other such risks as are appropriate and specified by the Lessor.

In the event of damage of any kind whatsoever to the Equipment, the Lessee agrees to immediately contact the Lessor with an accurate description of the damage and the circumstances of its occurrence. The Lessee agrees to be bound, legally and otherwise, by the report of the Lessor's chosen repair venue as to the cause of the damage to the Equipment.

The Equipment will be deemed to be sold to the Lessee when Lessee has failed to return the Equipment to the Lessor and not contacted the Lessor in writing within two (2) days of expiration of the Term. In the event of loss of any kind whatsoever to the Equipment, the Lessee shall notify the Lessor the same day of loss and\*, at the Lessor's option and whatever option is higher:

- (i) Replace the same with like equipment in good repair, condition and working order; or
- (ii) Pay to the Lessor the replacement cost of the Equipment.

### **6. Out-of-Stock Equipment and Multiple Equipment Orders.**

Lessor will make the Equipment available to the Lessor product as it becomes available. Where the Equipment the Lessee ordered is out-of-stock, delaying fulfilling the Lessee's order, the Lessor will keep the Lessee informed of any such Equipment and will negotiate a mutually agreeable solution with the Lessee.

For a multiple Equipment order, the Lessor will make every attempt to make available to the Lessee all the Equipment contained in the order at the same time. Equipment that is unavailable at the time of collection may be collected as they become available, unless the Lessee notifies the Lessor of their alternate wishes to this end.

### **7. Surrender**

Upon the expiration or earlier termination of this Lease, the Lessee shall return the Equipment to the Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. The Lessor's acceptance of the Equipment upon return by Lessee shall not represent the Lessor's acceptance as to condition of Equipment upon return and the Lessor reserves the right to make assessment regarding the condition of the Equipment.

### **8. Taxes**

The Lessee shall keep the Equipment free and clear of all levies, taxes, duties, liens, charges and other encumbrances. The Lessee shall report to the Lessor, pay and discharge all levies, taxes, duties, liens, charges and other encumbrances arising from the Lessee's use or operation of the Equipment. In the event that such are levied against the Lessor, the Lessee agrees to reimburse the Lessor in full for those charges.

### **9. Indemnity**

The Lessee shall indemnify the Lessor against, and hold the Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Lessee's use of the Equipment. This specifically includes but is not limited to loss of data on the Equipment provided by the Lessor.

### **10. Default**

Late returns are subject to a fee of two third of the day rental price at time of hire per day.

**11. Ownership and Assignment**

The Equipment is, and shall at all times be and remain, the sole and exclusive property of the Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

The Lessee shall not assign or transfer this Lease or its interest in the Equipment without the prior written consent of the Lessor.

**12. Additional Documents**

If the Lessor shall so request, the Lessee shall execute and deliver to the Lessor such documents as the Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of the Lessor in the Equipment including, but not limited to, copies of an identity document or passport.

**13. Entire Agreement**

This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation preceding the date of this Lease. This Lease may be modified in writing and must be signed by both the Lessor and the Lessee.

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

**14. Disclaimer**

Every effort is made to assure that descriptions and prices are correct. The Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.

**15. Governing Law**

This Lease shall be construed and enforced according to laws of South Africa.